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Pennington County, South Dakota
Donna M. Mayer Misc Real Est

Declaration of Conditions, Covenants and Restrictions for Sunset Creek Estates

THIS DECLARATION is made this 15th day of September 2006, by the undersigned:

WHEREAS, the undersigned is the Declarant and owner of that certain real property in the County of Pennington and the State of South Dakota, hereinafter referred to as "said property," more particularly described as follows:

~~Sunset Creek Estates formally known as the Ripp Ranch Property. Legal Description:
Sunset Creek Estates Located in E 1/2 of NE 1/4 of Section 25, T15, R4E, B1M; N 1/2 of
Section 30 & S 1/2 of SW 1/4 of Section 19, T15 R5E, B1M, Hill City, Pennington
County, South Dakota~~

*JWP
9-13-07*

NOW, THEREFORE, the undersigned hereby declare that all lots in Sunset Creek Estates are and shall be held, sold and conveyed upon and subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, livability and aesthetic quality of said property. These conditions, covenants, restrictions, reservations, and easements constitute covenants to run with the land and shall be binding upon all present and future owners of the property and interest therein.

ARTICLE I DEFINITION

- 1.01 "Architectural Control Committee" (hereinafter "ACC") shall act in the determination and judgment of the appropriateness of all proposed businesses, structures and architectural amenities in the Community and maintenance thereof, and shall retain final judgment on acceptance or rejection of any and all proposed construction and business activities by approved builders. ACC shall initially be the Developer, as the Developer shall function in that capacity until development and construction of building improvements on each Lot of Sunset Creek Estates is 65% completed. These seats will be occupied by individuals that have a lot in Sunset Creek and the Declarant.
- 1.02 "Association" shall mean and refer to The Association of Owners at Sunset Creek Estates, Inc., its successors and assigns.
- 1.03 "Assessments and Fees" shall be uniformly assessed and collected by the Association for general maintenance of the community including, but not limited to, walkways, lighting, insurance, common area, mowing, and maintenance of common areas. These assessments and fees may be limited or terminated in the event that their function is replaced by a public authority.

- 1.04 "Building" shall mean any structure or enclosure which (1) is permanently affixed to a Lot and (2) has one or more floors and a roof.
- 1.05 "Business, Business/Commercial, Business Operation or Business Occupant" shall mean an individual, proprietorship, partnership, or other entity occupying a Lot, Building, Unit or portion thereof and using the same for commercial purposes, as an Owner, occupant or a tenant.
- 1.06 "Covenants" shall mean and refer to this document and the covenants, conditions, restrictions, and reservations, contained herein.
- 1.07 "Day Care" shall mean the keeping for part-time care and/or instruction, whether or not for compensation, of six or less children at any one time within a dwelling, not including members of the family residing on the premises.
- 1.08 "Declarant" shall mean and refer to Black Hills Traditions, LLC., and its successors and assigns.
- 1.09 "Declaration" shall mean this document and the Covenants contained herein.
- 1.10 "Developer" shall mean and refer to Declarant, Black Hills Traditions, LLC, and its successors and assigns.
- 1.11 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Property with the exception of the Common Areas established thereon.
- 1.12 "Owner" shall mean and refer to the recorded owner of a Lot in Sunset Creek Estates.
- 1.13 "Parking Space" A space within a lot , exclusive of driveways, for the parking of an automobile. A space will be a minimum size of 8' by 16'.
- 1.14 Home Occupation. The use of a dwelling unit for nonresidential uses by an owner thereof, which is subordinate and incidental to the use of the dwelling for residential purposes. Including but not limited to day care, rental, vacation rental and or home office type business. Not to include retail business activities.

ARTICLE II USE OF PROPERTY

- 2.01 **USE:** Lots and residences shall be used only for residential purposes only or Business/Commercial purposes where designated or as a Home Occupation. Accessory buildings will be considered on a case-by-case basis by the Architectural Control Committee. Each home must have a minimum of 1500 square feet, excluding exterior porch, decks, patios, basements or garage, of finished living area with a minimum of 750 square feet on the first level. Each single level residence shall be a minimum of 1500 square feet, excluding exterior porch, decks, patios, basements or garage, of finished living area.
- 2.02 **BUILDERS** – All builders are to be approved by the AAC
- 2.03 **BUILDING STYLES** - Must be approved by the AAC. Approved style types include but not limited to Post and Beam, Craftsman, and Country French.
- 2.04 **COMMON AREAS:** Common lots 1, 3 and 4 are developer owned. Common lots 2, 5 and 6 are real property (including the improvements thereto) are owned by the Association or reserved by easement for the common use and enjoyment of the Owners of Sunset Creek Estates. Common lots 2, 5 and 6, platted or reserved, will be conveyed or dedicated to the Association not later 12-30-09.
- 2.05 **ASSOCIATION:** Every Owner of a Lot or Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessment. Every Lot or Unit which is subject to assessment shall have one vote.
- 2.06 **MEMBERSHIP – SUNSET CREEK ASSOCIATION:** Ownership of any lot within the development shall qualify and obligate the owner thereof to membership in the Sunset Creek Estates Association, to be formed by the Declarant, hereinafter called the "Association", with full rights of responsibilities of membership as set forth in the association by-laws. The Association shall have the right and the obligation to enforce and administer these covenants after all of the lots in the development have been sold by the Declarant; to hold title to such property or property rights as shall be conveyed or transferred to it by the developers or the owners, or as it may otherwise acquire, own and maintain recreational and other types of property for community use; to acquire, own or maintain roads and rights-of-way within the development or providing access thereto; and to perform such other acts and functions as may be reasonable or necessary for the general benefit and welfare of the owners of the lots in the development and as may be authorized or permitted by its by-laws. The purchase or the acquisition of legal title in any manner, of any lot in the development shall constitute the lot owner's consent to and acceptance of the duties and responsibilities of membership in the association.

- 2.07 **ASSOCIATION FEES:** Undeveloped lot will be \$10 a month. Developed lot will be \$30 a month. These fees will be reviewed by the Association at least once a year and are subject to change. Developer/Declarant is excluded from this fee.
- 2.08 **ASSOCIATION INSURANCE:** The Association shall keep all insurable real estate, improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable.
- 2.09 **APPROVED MATERIALS:** Roofing and siding materials are to be of high quality and in harmony with the aesthetic design and style of the dwellings in Sunset Creek Estates. All exterior walls shall be of a lap style siding, board and bat or better. T-1-11 or similar types materials are not permitted on the exterior of walls. Any unbroken wall of greater than 20 feet in length on any level that faces a street will have at least one window of at least 16 square feet. Certainteed roofing materials on all improvements shall be at least Architectural Design Stone Coated material on the main body. Standing seam or copper metal accents are acceptable. Stucco and stone are acceptable exterior material options. Certainteed lap siding or vertical sided homes must be accented by 25% of Stucco, stone or slate on the façade, excluding the area covered by windows and doors. All materials and colors to be approved by ACC.
- 2.10 **EXTERIOR LIGHTING:** All exterior lights on any lot constructed in the development shall be consistent with harmonious development in the prevention of lighting nuisances to other lots in the development and approved by ACC. No lighting that is used for commercial use will be allowed – such as Mercury Vapor lights as an example. Each lot owner will be required to install one (1) exterior light and (1) driveway light with 911 addresses as designated by the Declarant. The lighting style of the driveway light will be the same through out the development. No Lighting shall be constructed, installed, altered, changed or modified without prior approval by the ACC. Craftsman Outdoor Lighting Post Light (not including the post) – Item 5A will be the style used throughout the development. Must be installed on a steel post. Declarant to specify glass and finish. Declarant will be a source for the lighting fixture for the driveway. Item can be viewed at www.craftsmanoutdoorlighting.com
- 2.11 **STORM RETENTION REQUIREMENTS –** Storm retention per lot is required and approved by the AAC. Approved products are storm chambers by Stormchamber company. The information on the storm chambers can be attained through the Declarant. Formula for sizing the storm chambers is as follows; Square foot of the roof surface times 0.083 gives you cubic feet of retention requirements. The association will have the right to inspect, repair and charge the owner for such repair if needed.

- 2.12 **EXTERIOR CONSTRUCTION:** Construction of any dwelling shall be completed, including exterior decoration and landscaping within 12 months from the date of start of construction. All lots shall, prior to construction of the improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, and the grass thereon cut and mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.
- 2.13 **LANDSCAPING:** Initial landscaping shall be performed by a professional landscaper, to include sod and plant material. Each residence shall include 800 square feet of front yard landscaping and underground sprinkler system (or be approved by Architectural Control Committee) and shall be installed prior to occupancy. Each residence that has a sidewalk will be responsible for the concrete sidewalk that fronts their property as per ACC. Each owner shall maintain the landscaping and yard area in an attractive manner and free from insects and diseases, shall provide for timely replacement of lost plant life as well as the trimming and pruning of plant material to prevent an overgrown look. Yards and lawns must be kept free of weeds, watered and fertilized as needed to keep green. The Owner of a Lot will be responsible for any necessary grading, drainage, or retaining walls. The developer shall not be responsible for any of the cost thereof. Each Owner of a Lot will be responsible for keeping roadways and adjoining lots clean and free of debris (and roadways free of mud) arising from construction, landscaping, or maintenance activities on their Lot. Owners are required to maintain all landscaping in good condition at all reasonable times.
- 2.14 **ARTIFICIAL VEGETATION, EXTERIOR SCULPTURE, AND SIMILAR ITEMS:** No artificial vegetation, exterior sculpture, fountains and similar items shall be permitted in the front yard of any Lot unless approved by the ACC.
- 2.15 **NUISANCE AND MAINTENANCE:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards, grounds and buildings shall be kept and maintained in a neat and orderly fashion at all times. Homes and outbuilding shall be painted as needed to maintain an attractive appearance. Roofs shall be kept clean and free of debris. No garbage, landscape debris or any other materials whatsoever shall be dumped, common areas or on neighboring properties.
- 2.16 **VEHICLES:** The streets in front of the Lots should not be used for overnight parking of any vehicle and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any kind or nature. Vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers either with or without wheels, campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. No parking or dismantling of inoperable vehicles shall be permitted on any lot outside of a garage or other enclosed structure.

Notwithstanding the foregoing, service and delivery vehicles may be parked on the street during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a home.

- 2.17 **PARKING** – No on street parking. Each lot must provide a minimum of 2 off street parking space. If you are operating a Home Occupation you must provide a minimum of 3 off site parking space.
- 2.18 **TEMPORARY STRUCTURE:** No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage,) non-portable or affixed outdoor furniture such as swings, back stops, picnic tables, barbecues, basketball hoops, jungle gyms, hot tubs, tree houses, etc., and approved by the ACC shall be reasonable screened from public and neighboring view. Storage or accessory buildings shall be constructed of the same materials and be of the same design as the living unit. Architectural Control Committee approval is required prior to construction of any structure. A temporary structure used by the developer to advertise and store equipment on the property during the construction and sale period shall be exempt herefrom.
- 2.19 **SIGNS:** No sign of any kind shall be displayed to the public on any lot except one professional sign of not more than nine square feet advertising the property for sale. An appropriate entrance marker and signed used by the developer to advertise the property during the construction and sale period shall be exempt herefrom. Home occupation signs need to be approved by the A.C.C. not to be over 2 square feet
- 2.20 **BASKETBALL EQUIPMENT, CLOTHESLINES, GARBAGE CANS, TANKS, ETC.:** No permanent basketball hoops shall be placed in the front area of any Lot. Portable basketball hoops may not be used in the street or any public right of way. Clotheslines, garbage cans, aboveground storage tanks, mechanical equipment, and other similar items shall be located or screened so as to be concealed from the view of neighboring property owners and the street. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Lots and shall not be allowed to accumulate thereon. Propane tanks will be screened and designated are to be approved by the ACC.
- 2.21 **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot with the exception of dogs, cats or other household pets kept largely indoors with the provision that they are not kept, bred, or maintained for commercial purposes. No household animals will become a nuisance to any neighbors or a problem whatsoever. Animals shall be housed inside the home or in the fenced portion of the rear or side yard.

- 2.22 **STORAGE:** No house trailer, camper, boat, recreational vehicle, trailer, or any item whatsoever shall be stored or parked in the front yard or driveway portion of any lot. Camper, boat, recreational vehicle, trailer type items must be stored in a garage type area. Neither the front entry nor porch area nor the front yard is to be used for storage of personal or household goods.
- 2.23 **FIREARMS:** The discharge of firearms within the subdivision is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.
- 2.24 **BURNING:** There shall be no burning of refuse out of doors. These restrictions apply to contractors during construction. The Declarant is permitted to burn during construction site preparation and road building.
- 2.25 **DRIVEWAY SURFACES:** The surface of all private driveways on the individual lots in the development shall be comparable or better to the surface construction of the main roadways in the development. Prior to the start of construction of any structure on any lot, the owner of the lot shall provide and have installed a culvert or comparable item where natural drainage exists or where construction excavation may cause earth erosion over which access to the lot will be provided and a driveway constructed onto said lot.
- 2.26 **MINING, DRILLING, OR QUARRING:** No mining, quarrying, tunneling, excavating, or drilling for any substance within the earth including oil, gas, minerals, rocks, sand, and earth shall be permitted within the limits of the development.
- 2.27 **UTILITIES:** No overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or other structure supporting said shall be permitted within the subdivision. All owners of lots or tracts within this subdivision, their heirs, successors, and assigns shall use underground service wires to connect their premises and the structure built thereon to the underground electric, CATV, or telephone utility facilities provided. Any television antenna shall be mounted in the attic of the home. Two satellite dishes of less than 30 inch diameter is allowed and placed out of view from the front of the home. If underground services are available for cable television than the owner will us that service if they can not hide the satellite dishes from the public side of the home. Internet service from a satellite provider will be allowed if the dish can be hid from the front or public side of the home. If an underground service is provided than the owner will use that service if they can not hide the satellite dish from the front or public side of the home. Location of all satellite dishes need ACC approval prior to installation.
- 2.28 **WATER AND SEWER HOOKUP FEE -** No connection or tap to the water and sewer system shall be made by any Lot Owner without payment of the hookup fee and any tap fees. Payment of Tap fees are to the City of Hill City.

The actual tap must be performed by an approved contractor. No more than one hookup or tap shall be permitted to any residence without express approval of Declarant.

- 2.29 **WATER AND SEWER INSTALLATION.** – Each water and sewer service line shall be installed in a location and in a manner approved by the Declarant or the City Inspector, with a curb stop, which shall only be operated by the Declarant or City Official. All costs of installation of the service line and the curb stop shall be the obligation of the Lot Owner.
- 2.30 **FENCES:** All fences, hedges, or walls must be approved, in writing, by the Architectural Control Committee as to its height, location, materials, and design prior to construction. For reasons of aesthetics, openness and visibility, no fencing shall be allowed in the front yard of any Lot. Fencing shall be placed at least 20 feet behind the front corners of the home and shall be no more than four (4) feet in height, and constructed of maintenance free good neighbor style fencing. Black chain link fencing is acceptable when used on the downhill area of the lot, when the lot is adjacent to forest service. Existing fencing on any lot shall be maintained by that Lot owner. Privacy fencing around spa and hot tub areas only and must be approved by AAC prior to installation.
- 2.31 **EASEMENTS:** Easements and rights of way are hereby reserved as shown or described in recorded plat of the development. In addition thereto, there shall be a permanent easement five (5) feet in width on each side of all exterior lot lines within the development, ten(10) feet in width on all exterior lot lines of the development and within the boundaries of and beneath all dedicated roadways for the construction, location, and maintenance of water pipes and mains and for telephone and power lines. The area included within such easements shall be maintained by the adjacent lot owners in as attractive and orderly condition as the remainder of the lots.
- 2.32 **CONSTRUCTION AND SALE PERIOD:** So long as Declarant or its assigns owns any property in the Community for development and/or sale, the restrictions set forth in this Article shall not be applied or interpreted so as to prevent, hinder or interfere with development, construction and sales activities of Declarant.
- 2.33 **CONSTRUCTION TIME LINES:** Construction of the homes or commercial buildings will need to be within 3 years of the purchase of the land. Any change of this timeline will need to be approved by Declarant prior to land purchase. Construction must be completed within 1 year after building permit is approved.
- 2.34 **MAIL BOXES:** It is agreed that the Declarant will dedicate areas for mail delivery in accordance with the US Postal Service. At the time of this document the US Postal Service is issuing Post Office boxes at the Hill City Post Office.

- 2.35 **PARK AND COMMON AREAS:** Will be maintained by Home Owners Association

ARTICLE III ARCHITECTURAL CONTROL

3.01 **ARCHITECTURAL CONTROL COMMITTEE (ACC):**

- 3.02 Initial Membership. The initial membership of the Committee shall be: The development team
- 3.03 Number of Members. The ACC shall consist of not less than two (2), nor more than four (4) members, who need to be Owners, and who shall serve for a two year term. So long as Declarant or its assigns own any property for development and/or sale in the Community, the Declarant shall have the right to appoint or remove any or all members of the ACC.
- 3.04 Appointment of Representative. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member or members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.
- 3.05 Committee Approval Required. No building, fence, hedge, wall, or other structure all be erected, placed, or altered on any lot until construction plans and specifications showing the location of the structure, the materials, proposed color, and the harmony of exterior design with the existing structures (as to location with respect to topography and finish grade) have been submitted in writing to and approved by the Architectural Control Committee (ACC) established pursuant to this Section. Any homeowner wishing to do exterior painting of any building, wall or other structure shall submit paint color samples to the ACC for approval. Each Owner, except Declarant, must have ACC approval of all of the required plans before excavation and prior to acquiring building permit from the City of Hill City.
- 3.06 Plan Submittal Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoy the construction has been commenced prior to the completion thereof,

approval will not be required and the related covenants shall be deemed to have been fully complied with.

- 3.07 Discretion.** It is recognized that this document does not contain specific requirements for every situation that may require Committee approval; therefore, the Committee will necessarily exercise discretion in many instances in approving or disapproving of a specific proposal. It is further recognized that a proposal may not meet a specific standard set forth in this manual; therefore, the Committee is authorized, in its sole discretion, to approve a proposal notwithstanding that it may conflict with a standard set forth in these covenants.
- 3.08 ENFORCEMENT:** The Architectural Control Committee shall have the authority and duty to regulate the external design, appearance, location and maintenance of any and all improvements on the Property and any landscaping thereon in accordance with the provisions of this Declaration, have nuisance problems removed, violations of the CC&R's corrected, and any problem animal removed from the subdivision, any of these items at the owner's expense. The failure on the part of any lot owners or of the Association affected by these restrictions, at any time to enforce any of the provisions hereof, or of any existing violation thereof, shall in no event be deemed a waiver thereof; nor shall invalidation of any said reservations, conditions, agreements, covenants, and restrictions by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect. The committee will not consider or assume responsibility for the structural integrity, safety features, mechanical operation or building code compliance of the proposed improvements or structures. General land use requirements and building codes are established by Hill City.

Neither Declarant or its assigns, the ACC or employees or agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner agrees that such person or owner will not bring any action or suit against Declarant or its assigns, the ACC, employees or agents of any of them to recover damages and hereby releases, remises, quit claims, and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provision of any law which provides that a general release does not extend the claims, demands, and causes of action not known at the time the release is given.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants, or restrictions or to restrain the violation thereof, after demand for compliance therewith for the cessation of such violation, and failure to comply with such demand, in either of said events and

whether such suit or action be reduced to decree or not, the party initiating such action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

ARTICLES IV DECLARANT'S RIGHTS

- 4.01 SALES OFFICE AND MODELS.** Declarant shall have the right to maintain a Sales Office and Model Unit in one or more of the Lots or Living Units which the Declarant owns. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the Sales Office and Model during reasonable hours any day of the week. Declarant may assign these rights to other developers of Lots or Living Units on the property.
- 4.02 PROJECT SIGNS.** Declarant and/or assigns reserves the right to locate and maintain on the property a sign or signs with a description and sales information. Such project signs shall not exceed five (5) feet by ten (10) feet and shall be removed by the Declarant after the Lot has been sold and closed.
- 4.03 "FOR SALE" SIGNS.** The Declarant may maintain a "For Sale" sign on each Lot or Living Unit owned by the Declarant on the Property. Declarant may assign this right to other developers of the Lots or Living Units on the Property.

ARTICLE V GENERAL PROVISIONS

- 5.01 REMEDIES FOR VIOLATIONS.** For a violation or a breach of any of these covenants, conditions and restrictions by any person claiming by, through, or under the Declarant, or by virtue of any judicial proceedings, the Declarant, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The substantially prevailing party in any such action shall be entitled to an award for such party's reasonable attorney's fees and expense litigation. The failure to not promptly enforce any of the Covenants, Conditions, and Restrictions, or the application of these Covenants, Conditions, and Restrictions or their application to other persons or circumstances, but they shall remain in full force and effect.

- 5.02 **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way invalidate any other provisions of this Declaration, which shall remain in full force and effect.

- 5.03 **BINDING EFFECT.** By acceptance of a deed to a Lot, execution of a contract therefore, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Owner covenants and agrees thereby,, on behalf of himself and his heirs, successors and assigns, to observe and comply with the terms of the Declaration now existing or as hereafter amended.

- 5.04 **REMEDIES CUMULATIVE.** Remedies provided herein are in addition to, cumulative with, and are not in lieu of other remedies provided by law. There shall be, and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of the Covenants herein cannot be adequately remedied by an action of law or exclusively by recovery of damages.

- 5.05 **TERMS.** The provisions outlined in this Declaration shall apply to all lots in Sunset Creek Estates, and shall be binding on all Lot Owners, their heirs, their successors, or assigns for a period of twenty five (25) years from the date of this Declaration is recorded. Thereafter, they shall automatically be extended for successive periods of ten (10) years.

- 5.06 **AMENDMENTS:** This Declaration, with the exception of provisions specifically affecting the rights of the Declarant, may be amended by an affirmative vote of not less than sixty-five percent (65%) of the Lot Owners within Sunset Creek Estates. Any amendments must be recorded with Pennington County to be effective. Each lot owner or Declarant will have one vote for each lot owned.

